

**TOWN OF FOREST HEIGHTS, MARYLAND**  
**TOWN MEETING**  
**VIRTUAL MEETING | WEDNESDAY, MARCH 17, 2021 | 8:00PM**  
**AGENDA**

Call to Order 8:00PM

Roll Call Council:

1. Habeeb-Ullah Muhammad, Mayor	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
2. Calvin Washington, Council President -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
3. Robert Barnes, Councilman -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
4. Clifton Atkinson, Councilman -- Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
5. Johnathon Kennedy II, Councilman -- Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
6. Taunya Hines, Councilwoman -- Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
7. Paula Noble, Councilwoman -- Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent

I. Moment of Silence

II. Pledge of Allegiance to the Flag of the United States of America

III. Approval of Agenda

a. Minutes from March 1, 2021

IV. Public Period (limit 2 minutes)

V. Election Results from Election Judge Mr. Freddie Colston

VI. Legislation

- a. **RESOLUTION 04-21:** A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CUSTOMER AGREEMENT BETWEEN THE TOWN OF FOREST HEIGHTS (THE "TOWN") AND SENSYS GATSO USA, INC. AND GENERALLY RELATING TO CONTRACTUAL SERVICES FOR SPEED MONITORING AND RED-LIGHT SYSTEMS
- b. **RESOLUTION 05-21:** RESOLUTION: A RESOLUTION ENDING COVID-19 HAZARD PAY FOR ESSENTIAL OR DESIGNATED PERSONNEL OF THE TOWN OF FOREST HEIGHTS
- c. **RESOLUTION 10-21:** A RESOLUTION TO APPROVE THREE (3) CONTRACTS INCLUDING A CONTRACT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR A NEW PUBLIC SAFETY CENTER BUILDING FOR THE POLICE DEPARTMENT TO BE LOCATED AT 606 MODOC LANE; TO APPROVE A CONTRACT TO DEMOLISH THE EXISTING STRUCTURE AT 606 MODOC LANE; AND TO APPROVE A SOLE SOURCE CONTRACT WITH MODULAR GENIUS FOR A MODULAR BUILDING TO HOUSE THE PUBLIC SAFETY CENTER; AND TO DELEGATE CERTAIN CONTINGENCY FUNDING AND CHANGE ORDER OBLIGATION AUTHORITY TO COMPLETE THE PROJECT TO THE MAYOR FOR THE CONSTRUCTION OF A NEW MODULAR PUBLIC SAFETY CENTER BUILDING

VII. Swear-In of Councilmember

- a. Mr. Robert Barnes
- b. Mr. Clifton Atkinson
- c. Mrs. Taunya Hines

VIII. New Business

IX. Adjournment

<https://us02web.zoom.us/j/86008316885>

Meeting ID: 563484463

One tap mobile

+13017158592,, 563484463# US (Washington DC)

Dial by your location +1 301 715 8592 US (Washington DC)

Meeting ID: 563484463

**Town of Forest Heights  
Mayor/Council Work Session- 7:30 PM  
Monday, March 1, 2021  
Meeting Minutes  
Virtual Meeting**

**Call to Order:** 7:33 PM

**Roll Call:** CM Washington, CW Noble, CM Kennedy II, CM Barnes, CW Hines, CM Atkinson, Mayor Muhammad present. Quorum established.

**Moment of Silence:**

**Pledge of Allegiance:**

**Approval of Agenda:** Motion by CM Washington to approve the agenda; seconded by CW Hines; all in favor; motion passed.

**Public Period:** None

**Staff Reports:**

**Treasurer's Report:** CW Noble asked if depreciation is allowed for fixed assets for the Town. The Treasurer answered that physical assets are depreciated.

**Public Works:** CM Kennedy II inquired about the status of the signage and lights at Reifsneider Park and LED lights at the public park. Public Works Director Mr. Vaughn responded that he would get back to him.

**Greenwill Consulting:** Status from Greenwill Consulting were distributed to the Town Council and can be picked up at the clerk office.

**Code Enforcement:** Status from Code Enforcement were distributed to the Town Council and can be picked up at the clerk office.

**Ombudsman's Report:** Attorney Chief of Police Kevin Best asked if Lt. Govan had been promoted. The Chief responded that it was a typo.

**Chief of Police:** Status from were distributed to the Town Council and can be picked up at the clerk office.

**Town Administrator:** CM Barnes asked about the stabilization wall on Sachem and how long that estimate was good for and when they would start. Town Administrator Mr. Robinson said that work had begun three weeks ago. Growth was cleared, and more work would begin weather permitting. CW Noble asked how long the stretch of Sachem would be closed. The Town Administrator said he would call tomorrow but estimated 30 days. CW Hines asked if there was more equipment to indicate the area to block it off. Mr. Vaughn fielded the question, stating that he had purchased road barriers in addition to the traffic cones already present. The cones will be coming down from the top of the hill. He responded to CW Noble, saying that while little could stop a pedestrian, they would have high visibility blockages. CW Hines asked for a warning sign to be placed on the site. Mr. Robinson said that a sign could be placed and that an advertisement would list the area as closed.

**Ward Reports:**

**Ward I:** None

**Ward II:** CM Kennedy asked what the estimate time on would be repairing a sinkhole on Arapahoe Drive. Mr. Vaughn stated that it was already fixed.

**Ward III:** CW Hines stated that all four schools in Town received masks, they appreciated them, and she would like to have a ceremony for the conclusion of the Safe Routes to School project.

**Mayor's Report:** Mayor Muhammad said that every member (staff) in the Town has been accepted to receive the COVID-19 vaccine.

**Legislation:**

**Resolution 04-21:** A Resolution to approve Amendment No. 3 to the Customer Agreement between the Town of Forest Heights (The "Town") and Sensys Gatso USA, Inc. and generally relating to contractual services for speed monitoring and red-light systems; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; the Town Attorney stated that he prepared a legislative note that changes the revenue structure, but it occurred to him that there was an issue with the contract. He stated his concern that the General Assembly had prohibited municipalities with speed camera operations from paying their vendors contingency fees. The amendment calls for a \$10 per license plate lookup fee. The vendor said it is not considered a contingency fee, but the attorney felt that it was close and potentially litigious. He recommended tabling until the next meeting. He also noted that the amendment needs to reflect the corporation's name change, as well as parking enforcement provisions that are no longer applicable. CW Noble asked what happens if they cannot come to an agreement. The Town Attorney stated that he thinks the Town will come to terms. If the license plate option does not work, then something else can be used. Motion by CM Washington to table Resolution 04-21; seconded by CW Hines; all in favor; motion passed. The Town Clerk stated that the resolution would not pass until April 6. This is because of the swearing in of new councilmembers during the 17<sup>th</sup> meeting. The Town Attorney recommended putting the resolution on the agenda with the possibility of tabling it again but urged that it be approved soon. Motion to bring the resolution to the table on March 17<sup>th</sup> by CM Washington; seconded by CM Kennedy II; all in favor; motion passed.

**Resolution 05-21:** A Resolution ending COVID-19 hazard pay for essential or designated personnel of the Town of Forest Heights; motion by CM Washington to waive the full reading; seconded by CM Kennedy II; all in favor; motion passed; CW Noble asked when the next pay period would be that it would stop. The next pay period would be March 17, followed by March 31.

**Resolution 06-21:** A Resolution to approve a contract to provide construction management services for a new police department building located at 606 Modoc Lane, approve a contract to demolish the existing structure, approve a sole source contract with Modular Genius, and delegate certain contingency funding and change order obligation authority to complete the project to the Mayor for the construction of a new modular police building; motion by CM Washington to waive the full reading; seconded by CM Kennedy II; all in favor; discussion; CM Kennedy II asked the Chief if this is something that needed to be voted on. Lt. Marcus Jones said that they preferred it be voted on but that the Town Attorney had a recommendation. The Town Attorney said to change the wording from contract to proposal and to approve as amended. CW Noble asked that it come back to the council. The resolution will be approved but the final contract will be approved later. Motion by CM Washington to approve Resolution 06-21 as amended; seconded by CW Noble; vote; (7 yes; 0 no) motion passed with amendments.

**Resolution 07-21:** A Resolution to support and encourage the conduct of a moderated debate for the purpose of allowing a meaningful exchange of positions and comments on issues facing this year's slate of candidates running in the Town of Forest Heights 2021 General Election; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; discussion; CM Barnes stated that it had to be voted on tonight because the election is next week. He proposed Monday, March 8<sup>th</sup> at 8:00 PM as the date of the debate. The Town Clerk stated that it is incorrect that the debate is primarily for the mayoral candidates, noting that there are multiple candidates for the Ward II council seat. CM Kennedy II asked why it was being proposed so late. CM Barnes responded that he took the initiative. He also stated that he had reached out to a Mr. Murphy to be the moderator. CM Washington asked that if he were an Election Board member, would that constitute a conflict of interest. The Town Attorney stated that even though an Election Board member had moderated in the past that it would still be bad practice. It was clarified that Mr. Murphy was in the county Board of Elections, not the towns. Thus there was no conflict. CM Kennedy II asked if there was a way to put debate times into the charter to avoid last minute changes. Vote; (4 yes; 3 no); motion passed.

**New Business:** CM Barnes asked the Town Treasurer if she could clarify items with the budget tomorrow. She responded that she is not available between 3-4pm. He asked the Mayor to clarify the procedure for the mail-in ballots. The Mayor said one must call the office to receive a ballot. Mail-in ballots must be received by the date of the election or dropped off in the ballot box. Mail-in ballots will be received by the Town Clerk. The Town Clerk clarified that once a person calls for an application, she will send an application to them. The options are to either mail-in the ballot, walk it in, or place it in the drop box. There is no guarantee that if a ballot is mailed that it will be received before March 10<sup>th</sup> on 8pm. Mail-in ballots will come to the Town Clerk sealed, and it will be placed in a locked drawer. It will be passed to the Board of Elections. CW Noble asked how we are keeping residents who come into the building safe. Mr. Vaughn responded that the building is cleaned every day, and that all visitors are required to wear a mask and practice social distancing. There is also a hand sanitizer dispenser. The Town Attorney noted that the mayor's proclamation opening the building included requirements for COVID-19 prevention that came from the county. CM Barnes asked if the Town would provide residents with a ride to the polls. The Mayor responded that it would not.

**Meeting Adjourned:** 8:43 PM

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 04-21

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CUSTOMER AGREEMENT BETWEEN THE TOWN OF FOREST HEIGHTS (THE "TOWN") AND SENSYS GATSO USA, INC. AND GENERALLY RELATING TO CONTRACTUAL SERVICES FOR SPEED MONITORING AND RED-LIGHT SYSTEMS

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Charter, Section 33-90 authorizes the Mayor and Council to pass certain legislation of a non-permanent or administrative nature by formal resolution in lieu of ordinance; and

**WHEREAS**, the Charter, Section 33-63 authorizes the Mayor and Council to enter into all purchases and contracts on behalf of the Town; and

**WHEREAS**, on January 9, 2017, Resolution 01-17 was approved authorizing the Mayor to enter into a Customer Agreement with Gatso USA, Inc. for the operation of speed cameras in Town, to replace the previous vendor; and

**WHEREAS**, on February 21, 2018, Resolution 12-18 was approved authorizing the Mayor to enter into Amendment No. 1 to Customer Agreement with Gatso USA, Inc. to allow Gatso USA, Inc. to coordinate contested ticket hearings with the court and arrange docketing, and to allow the Town's debt collection agency instead of Gatso USA, Inc. to take responsibility for flagging registrations of delinquent accounts; and

**WHEREAS**, on or about September 19, 2018, the Mayor and Council approved Ordinance 03-18 which included approval of Amendment No. 2 to the Customer Agreement between the Town and Sensys Gatso USA to enhance the Town's traffic and parking systems by including two (2) red light cameras and two (2) parking enforcement tablets and to provide associated back-end processing services in addition to the Town's existing speed camera program services; and

**WHEREAS**, the FHPD has decided to move in a different direction concerning parking enforcement; and

**WHEREAS**, the Mayor and Town Council finds that it is in the best interest of the Town to hereby again amend the existing contract with the current vendor and enter into a third amended service agreement with Gatso USA, Inc. primarily in order to (i) reflect the desire of the parties to remove the provision of a parking program to the existing speed enforcement contract with Gatso and (ii) modify the contract term and fee structure; and

**WHEREAS**, the parties desire to approve an Amendment No. 3 to the Customer Agreement with Gatso USA, Inc. in accordance with the terms and conditions as set forth therein.

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 04-21

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves and authorizes the Mayor to execute on behalf of the Town an Amendment No. 3 to Customer Agreement by and between The Town of Forest Heights, Maryland and Sensys Gatso USA, Inc. (the "Third Amended Customer Agreement"), including any terms, conditions or obligations found therein, which is attached hereto and incorporated by reference herein as Exhibit 1; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of January 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of January 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibit 1– (Amendment No. 3 to Customer Agreement (Sensys Gatso USA, Inc.))

**Amendment No. 3 to  
Customer Agreement**

This Amendment No. 3 ("Third Amendment"), effective November 2, 2020 ("Third Amendment Effective Date"), is made by and between **SENSYS GATSO USA, INC.**, ("Gatso") and **THE TOWN OF FOREST HEIGHTS** (the "Town"), and amends the "Customer Agreement For Automated Speed Enforcement Program Services," with an effective date of January 30, 2017, as amended effective November 1, 2017 and October 1, 2018 ("Agreement"). All capitalized terms used and not otherwise defined in this Third Amendment shall have the meanings set forth in the Agreement.

**WHEREAS**, the parties mutually agree that Gatso will no longer be required to provide two (2) parking enforcement tablets; and

**WHEREAS**, the parties mutually agree that Gatso will no longer pay for the purchase of a police cruiser.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to amend the Agreement as follows:

1. Amend the second WHEREAS clause of the Agreement such that the defined term "System" refers to "the hardware and software to provide and implement automated traffic enforcement programs pursuant to this Agreement."
2. Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - 2.1 **Initial Term; Extensions.** The Agreement shall continue for a period of three (3) years following the Third Amendment Effective Date (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for three (3) subsequent (1) year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless either party provides a written notice to terminate not later than sixty (60) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms may be subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
2. Delete Section 2.1.1 in its entirety and replace with the following:
  - 2.1.1 (a) A "Per Speed Camera Fee" of \$1,000 for each Fixed Location Speed Enforcement unit and Mobile Speed Enforcement unit, each as defined in Section 3.2, per month; and
  - (b) A "Plate Lookup Fee" equal to \$10.00 per license plate look-up for detected speed violations, TO BE CHARGED WHETHER OR NOT THERE MAY BE AN ERRONEOUS VIOLATION, AS DEFINED IN STATE LAW, SUCH AS A VEHICLE REGISTRATION MIS-MATCH AND GATSO OR THE TOWN IS UNABLE TO PUT THE VIOLATION THROUGH FOR CERTIFICATION AND ISSUANCE OF THE CITATION, OR GATSO PROCESSES AN OTHERWISE VALID VIOLATION THROUGH TO THE TOWN BUT LATER DECIDES TO RECOMMEND NOT TO ISSUE THE CITATION BECAUSE THE CITATION MAY BE TECHNICALLY AND/OR LEGALLY INSUFFICIENT, OR THE TOWN

FOR ANY REASON DOES NOT CERTIFY, ISSUE, OR PROSECUTE THE VIOLATION.

3. Delete Sections 2.1.5 through 2.1.8 in their entirety.
4. Delete the third through fifth sentences of Section 2.2.1 as amended and replace with the following:

Twice per calendar month Gatso shall deduct: (a) half of the Per Speed Camera Fees, described in Section 2.1.1(a); (b) half of the Per Handheld Camera Fees described in Section 2.1.3, (c) all Plate Lookup Fees incurred (as described in Section 2.1.1(b), and (d) all Per Paid Red Light Citation Fees (as described in Section 2.1.4) incurred, from these gross funds and the net amount shall be transferred from the Master Account, as defined in Section 3.14, to the Town. In the event that gross funds received from violation payments do not exceed monthly services fees, the balance of any such monthly services fee will roll over to next sweep period.

5. Delete the first sentence of Section 3.2 in its entirety and replace with the following:

The System provided by Gatso to the Town shall include: (a) at least three (3) fixed location speed enforcement cameras (each a "Fixed Location Speed Enforcement unit,"), or mobile/trailer mounted, with self-sustaining power sources of generators, speed enforcement cameras (each a "Mobile Speed Enforcement unit"); (b) two (2) red light cameras (each a "Red Light Camera"); and (c) one (1) DragonCam portable photo-laser speed enforcement systems (each a "Handheld Speed Enforcement unit"); each to be installed or deployed as set forth herein and as determined by the Town based on community safety, traffic and parking needs.

6. Delete Section 3.11(b) in its entirety.
7. Delete Section 3.12(b) in its entirety.
8. Delete Section 4.6 in its entirety.
9. Delete the first clause of Section 5.2, and replace with the following: EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.1 OR THE LIQUIDATED DAMAGES PROVISIONS SET FORTH IN SECTION 5.3.
10. Delete Exhibit B in its entirety.

This Third Amendment constitutes the entire agreement and understanding concerning the subject matter addressed herein, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Each party expressly acknowledges that they have not relied on any representations, oral or otherwise, in signing this Third Amendment, except for those expressly stated herein.

Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to be executed by their respective authorized representatives as of the Third Amendment Effective Date.

AGREED TO:

**SENSYS GATSO USA, INC.**

By: \_\_\_\_\_

Name: Andrew Noble

Title: President

Date: \_\_\_\_\_

AGREED TO:

**THE TOWN OF FOREST HEIGHTS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **The Town of Forest Heights**

### **Legislative Note**

for Resolution 04-2021

(Approving Amend. No. 3 to Sensys Gatso USA, Inc. Contract)

**Date of Town Meeting:** 3/17/21

**Purpose of Ord./Res.:** To approve by Resolution the third amendment to the Gatso Speed Camera contract. Due to the non-performance or inapplicability of several items placed in the contract by Amend. No. 2, the contract needs to be revised.

**Background:** The Town operates speed cameras at three major sites in Town and issues violations processed through a vendor. Sensys Gatso USA, Inc. is the current vendor and has been since 2017. The vendor contract with the Town has been previously amended twice.

**Changes to be made to Contract by Amend. No. 3:** The contract was last amended in 2018 to expand the speed camera system provided to refer also to “hardware and software to provide and implement automated traffic and parking enforcement programs.” However, the parking systems referenced in Amend No. 2 have not materialized due to no fault of the parties. The FHPD has decided to use other vendors. Amendment No. 2 also changed the name of the vendor to Sensys Gatso USA, Inc. The following more significant changes to the contract are proposed by Amendment No. 3:

1. The Term of the Contract changes from beginning on January 30, 2017 and ending on that date three (3) years following delivery of a new police vehicle, to a period of three (3) years following the Third Amendment Effective Date (the “Initial Term”) and upon expiration of the Initial Term, the Agreement will automatically renew for three (3) subsequent (1) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice to terminate not later than sixty (60) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms may be subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
2. The Compensation paid to Gatso under Amendment No. 2 ranged from \$3,000 to \$5,000 for each Fixed Location Speed Enforcement unit and Mobile Enforcement unit. Amend. No. 3 will Replace Section 2.1.1 in its entirety and replace with the following: 2.1.1 (a) A “Per Speed Camera Fee” of \$1,000 for each Fixed Location Speed Enforcement unit and Mobile Speed Enforcement unit, each as defined in Section 3.2, per month; and (b) A “Plate Lookup Fee” equal to \$10.00 per license plate look-up for detected speed violations.
3. The Fee payments made by Gatso to the Town under 2.2.1. will be slightly altered in three sentences in said paragraph which will change as follows: Delete the third through fifth sentences of Section 2.2.1 as amended and replace with the following: Twice per calendar

month Gatso shall deduct: (a) half of the Per Speed Camera Fees, described in Section 2.1.1(a); (b) half of the Per Handheld Camera Fees described in Section 2.1.3, (c) all Plate Lookup Fees incurred (as described in Section 2.1.1(b), and (d) all Per Paid Red Light Citation Fees (as described in Section 2.1.4) incurred, from these gross funds and the net amount shall be transferred from the Master Account, as defined in Section 3.14, to the Town. In the event that gross funds received from violation payments do not exceed monthly services fees, the balance of any such monthly services fee will roll over to next sweep period.

4. The Enforcement System will slightly change as provided by Gatso that is described in the scope of work paragraphs will be altered by Amend. No. 3 to be: The System provided by Gatso to the Town shall include: (a) at least three (3) fixed location speed enforcement cameras (each a "Fixed Location Speed Enforcement unit,") or mobile/trailer mounted, with self-sustaining power sources of generators, speed enforcement cameras (each a "Mobile Speed Enforcement unit"); (b) two (2) red light cameras (each a "Red Light Camera"); and (c) one (1) DragonCam portable photo-laser speed enforcement systems (each a "Handheld Speed Enforcement unit"); each to be installed or deployed as set forth herein and as determined by the Town based on community safety, traffic and parking needs.

**RESOLUTION 05-21**  
**THE TOWN OF FOREST HEIGHTS**

**A RESOLUTION ENDING COVID-19 HAZARD PAY FOR ESSENTIAL OR DESIGNATED  
PERSONNEL OF THE TOWN OF FOREST HEIGHTS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Governor, as of March 5, 2020 and thereafter, issued orders initially declaring a state of emergency and catastrophic health emergency for the epidemic known as COVID-19; and

**WHEREAS**, the Mayor of the Town of Forest Heights, as of April 5, 2020 issued a proclamation initially declaring the existence of a local emergency thereby requiring the public to observe certain social distancing behaviors and closing the town offices and the municipal building to the public except for essential police operations, and ordering most of the remaining staff to telework; and

**WHEREAS**, the Town Council on May 2, 2020 approved a Resolution 23-20 extending the Mayor's Local Emergency Order beyond 30 days and throughout the same duration as the Governor's State-declared health emergency or until such time as the Mayor or the Council sees fit to terminate said order; and

**WHEREAS**, on May 6, 2020, the County Executive wrote the Mayor stating that under the United States Department of Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act, Prince George's County, Maryland, received a direct allocation from the Coronavirus Relief Fund (CRF) to cover necessary expenditures directly related to the Coronavirus Disease 2019 (COVID-19), and that the County will allocate \$15 million of its CRF funding to its 27 municipalities on a per capita basis and that the Town's share would be \$157,000; and

**WHEREAS**, on May 20, 2020, the Mayor and Council passed Resolution 24-20 further modifying the Mayor's emergency order dated April 5, 2020, as ratified and extended in duration by the Council through Resolution 23-20 and further increased the compensation for certain essential Town employees deployed during the declared COVID-19 emergency; and

**WHEREAS**, Resolution 24-20 approved and authorized special compensation or hazardous duty for (i) public works and public safety employee positions whose compensation was eligible for reimbursement under the CARES Act, as listed on Exhibit 1 of said resolution and to be paid retroactively and proactively commencing as of March 17, 2020, and (ii) administrative employee positions whose compensation was not eligible for reimbursement under the CARES Act, as listed on Exhibit 1 of said resolution, to be paid retroactively and proactively throughout the duration of the declared local civil emergency to said designated

The Town of Forest Heights

Resolution 05-21

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essential employees until such time as the Mayor terminated the emergency period as subject to subsequent review and approval or unilateral termination by the Council; and

**WHEREAS**, Section 2.9 of the Town Code, as amended, authorizes the Mayor to issue orders lasting for up to 30 days modifying employee salaries and designating certain essential employees for a given emergency, including allowing for both retroactive and prospective adjustments to employee compensation provided that a state or local emergency has been declared and in effect during any modification period, and further for the hiring of any additional employees as deemed necessary for the purpose of meeting the emergency; and

**WHEREAS**, Subsection 2.9.B of the Town Code, authorizes the Town Council by resolution to modify or reject an emergency order of the Mayor, and if the Council modifies or rejects the order, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order; and

**WHEREAS**, the Town Council from time to time may adopt an employee salary compensation plan.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby orders the cessation and ending of the \$2 per hour hazard pay differential sometimes known as "Hazardous Duty Pay" due to the pandemic and previously substantially made possible by CRF funding previously made available until the end of the 2020 calendar year and the Town's General Fund for Police officers, Public Works and Administrative employees which shall be stopped at the commencement of the next pay period following the passage of this Resolution.

**AND BE IT FURTHER RESOLVED** that the Mayor is authorized to sign this Resolution on behalf of the Council; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon passage.

**PASSED** this \_\_\_\_ day of March 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

The Town of Forest Heights  
Resolution 05-21

WASHINGTON

ATKINSON

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of March 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

## RESOLUTION 10 - 2021

### THE TOWN OF FOREST HEIGHTS, MARYLAND

**A RESOLUTION TO APPROVE THREE (3) CONTRACTS INCLUDING A CONTRACT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR A NEW PUBLIC SAFETY CENTER BUILDING FOR THE POLICE DEPARTMENT TO BE LOCATED AT 606 MODOC LANE; TO APPROVE A CONTRACT TO DEMOLISH THE EXISTING STRUCTURE AT 606 MODOC LANE; AND TO APPROVE A SOLE SOURCE CONTRACT WITH MODULAR GENIUS FOR A MODULAR BUILDING TO HOUSE THE PUBLIC SAFETY CENTER; AND TO DELEGATE CERTAIN CONTINGENCY FUNDING AND CHANGE ORDER OBLIGATION AUTHORITY TO COMPLETE THE PROJECT TO THE MAYOR FOR THE CONSTRUCTION OF A NEW MODULAR PUBLIC SAFETY CENTER BUILDING**

Introduced By: Mayor Muhammad

**WHEREAS**, the Town Council has authority to approve contracts and procurements pursuant to the Town Charter, Section 33.63, and Town Code 20.4; and

**WHEREAS**, the Town Charter, § 33-63(f) authorizes the Town to forego the normal procurement process through cooperative purchasing in certain cases where another government entity or association has already made a competitive purchase of said item and, provided that such local government or association has adopted procurement regulations that are comparable to those enacted by the Town, the Mayor and Council may, without soliciting bids, purchase the item in question at the bid price from the successful bidder, if the Mayor and Council determines that the bid price is competitive, and

**WHEREAS**, the Town Charter, § 33-63(g) further authorizes the Mayor and Council by a two-thirds vote to waive the competitive bidding requirements of said Charter section for good cause shown for sole source procurements of unique products and services, and that written findings as to the basis of such waiver shall be placed in the journal of the Council's proceedings, and

**WHEREAS**, the Town Ordinance Code, § 20.4(a)(6) states that upon written findings entered into the journal, the Mayor and Council may exempt the purchase of a good or service from competitive selection processes when the purchase qualifies as a sole source procurement as a result of several circumstances including: (i) One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service or (ii) the procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, and could most satisfactorily provide the good or service, and

**WHEREAS**, the Town, in March of 2013, purchased certain real property developed with a house, and attached garage located at 606 Modoc Lane adjacent to and abutting the municipal building parcel (Parcel E), and the Town has implemented plans to renovate said property for a Town police station, and a public works office; and

## **RESOLUTION 10 - 2021**

### **THE TOWN OF FOREST HEIGHTS, MARYLAND**

**WHEREAS**, the Mayor and Town Council find that the previously approved project for the Police and Public Works Department building located at 606 Modoc Lane has not yet been completed, had been delayed, and that a new project committee has been formed known henceforth as the Modoc Lane Project Committee to coordinate the completion of said building (the "Project") with Police A/Capt. Marcus Jones serving as committee project manager; and

**WHEREAS**, the Town has spent significant money in an attempt to complete this project over the years (i.e., approximately \$500,000.00) but, because of an inability to secure an adequate project construction and management firm and other related project management issues, the project remains incomplete; and

**WHEREAS**, due to the length of time the building has sat unoccupied, it has been determined that the renovation needed to finish the project in its current state would be too costly versus new building construction considering the remaining construction that is required, as well as the repairs and upgrades necessary to bring the structure up to Code and ADA standards; and

**WHEREAS**, it has also been determined that the existing building is obsolete in terms of design, office space square footage requirements and functionality and is no longer suited for the needs of the public, and the Police Department; and

**WHEREAS**, upon reasoned deliberation and recommendation from the Modoc Lane Project Committee, the Mayor and Town Council find it in the best interest of health, safety and welfare of the Town and consistent with its fiduciary responsibilities to completely raze the existing structure located at 606 Modoc Lane and construct a new structure in its place; and

**WHEREAS**, on March 1, 2021, the Council approved Resolution 06-2021, as amended, thereby approving the proposals for the three (3) contracts regarding 606 Modoc Lane to be approved by this Resolution.

**NOW THEREFORE BE IT RESOLVED**, that subject to the terms and conditions of the contract to be entered into between the parties as authorized by this Resolution, Nehemiah Management located at 8787 Branch Avenue, Suite #27, Clinton, Maryland 20735 has been awarded the construction management contract in accordance with Town procurement law for the new Police Department building located at 606 Modoc Lane.

**AND, BE IT FURTHER RESOLVED**, that subject to the terms and conditions of the contract to be entered into between the parties as authorized by this Resolution, The Dirt Express Company located at P.O. Box 186, Glen Burnie, Maryland 21060 has been awarded the demolition services contract in accordance with Town procurement law for the new Police Department building located at 606 Modoc Lane.

**AND, BE IT FURTHER RESOLVED**, that Modular Genius, Inc. is hereby considered to be quite obviously the most qualified and eligible vendor to provide this service and goods; and, the procurement is of such a specialized nature and related to a specific geographic location that

## RESOLUTION 10 - 2021

### THE TOWN OF FOREST HEIGHTS, MARYLAND

only a single-source is reasonably available by virtue of experience, expertise, and proximity per the stipulations contained within Town Code Section 20.4 (6) (I) and (II).

**AND, BE IT FURTHER RESOLVED**, that subject to the terms and conditions of the contract to be entered into between the parties as authorized by this Resolution, Modular Genius a Maryland Corporation in good standing located at 1201 South Mountain Road, Joppa, Maryland 21085 has been awarded the turn-key permanent modular construction contract through sole source procurement for the new Police Department building located at 606 Modoc Lane.

**AND, BE IT FURTHER RESOLVED**, the Town authorizes said contracts for construction management, construction, and demolition services and to be appropriated and paid from Line Item 8038 – Modoc Building of the FY 2021 Budget; and

**AND, BE IT FURTHER RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize, and approve the contract to be executed by the Mayor on behalf of the Town (the “Contract #1”), and attached hereto and incorporated by reference herein as Exhibit A, for the above-described construction management services to be provided by Nehemiah Management thereby purchasing services at a total cost of \$100,900.00.

**AND, BE IT FURTHER RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize, and approve the contract to be executed by the Mayor on behalf of the Town (the “Contract #2”), and attached hereto and incorporated by reference herein as Exhibit B, for the above-described demolition services to be provided by the Dirt Express Company thereby purchasing services and material at a total cost of \$59,800.

**AND, BE IT FURTHER RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize, and approve the contract to be executed by the Mayor on behalf of the Town (the “Contract #3”), and attached hereto and incorporated by reference herein as Exhibit C, for the above-described 2-story modular building construction to be provided by Modular Genius, Inc. thereby purchasing services and material at a cost of \$1,465,649.00.

**AND, BE IT FURTHER RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes, delegates and approves the use and expenditure of contingency funding for this Project in the form of change orders to contracts and additional payment obligations of the Town to be entered into and executed by the Mayor on behalf of the Town after recommendation from the Project Committee, for the above-described 2-story modular building construction services thereby purchasing services and material in an amount not to exceed \$173,651.00.

**AND, BE IT FURTHER RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize, and approve the Mayor on behalf of the Town to execute and approve the above-described contracts and any other related instrument or document necessary to carry out the intent of this Resolution except that any change order or cumulation of



**RESOLUTION 10 - 2021**

**THE TOWN OF FOREST HEIGHTS, MARYLAND**

change orders for this Project exceeding the above-referenced contingency allocation of \$173,651.00 shall be approved by the Town Council.

**AND, BE IT FURTHER RESOLVED**, that prior to the Mayor signing the approved contract of Nehemiah Management, The Dirt Express Company, and Modular Genius, said companies shall provide a certificate of good standing and proof of insurance and written assurances holding harmless and indemnifying the Town, to the satisfaction of the Town Administrator, and that the Contractors shall agree by signing a release and waiver that it will provide and maintain at all times during the term of the applicable agreement, or any other contract that it has with the Town, such insurance coverage (e.g., Commercial General Liability, Business Automobile Liability, and Workers' Compensation) to adequately protect the Town or as otherwise required by law and that the Contractor shall cover any claim that may arise while engaged in work under any agreement with the Town; and

**AND, BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon passage.

**PASSED** this \_\_\_\_ day of March 2021.

**APPROVED:** By resolution of the Town Council of the Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

NOBLE

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS, `  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

**RESOLUTION 10 - 2021**  
**THE TOWN OF FOREST HEIGHTS, MARYLAND**

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_ of March 2021 with \_\_ Aye votes and \_\_\_\_ Nay vote the aforesaid Resolution 10-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

[Exhibits A, B, & C- Modoc Lane Project Contracts

***SERVICE AGREEMENT***  
***(Demolition of 606 Modoc Lane)***

THIS CONTRACT FOR SERVICES is made effective as of March \_\_\_, 2021, by and between The Town of Forest Heights with a town hall at 5508 Arapahoe Drive, Forest Heights, Maryland 20745, a municipal corporation, and political subdivision of the State of Maryland (the "Recipient"), and The Dirt Express Company, a corporation formed under the laws of the State of Maryland and in good standing with said State, having a principal office at 405 Seventh Avenue, N.E., Glen Burnie, Maryland 21061, and a mailing address of P.O. Box 186, Glen Burnie, Maryland 21060 (the "Provider").

**1. DESCRIPTION OF SERVICES.** Upon execution of this Agreement, The Dirt Express Company will provide to The Town of Forest Heights the following services (collectively, the "Services"): Demolition removal and disposal of residence located at 606 Modoc Lane, Oxon Hill, MD 20745 in accordance with our proposal dated February 8, 2021 in response to RFP 2021-02, both documents are hereby incorporated by reference herein as if written word for word.

**2. PAYMENT.** The Town of Forest Heights agrees to pay The Dirt Express Company as follows:

- a. A schedule of values will be established for the project so that invoicing can occur based on completed work.
- b. Services described in this section shall be commenced within fourteen (14) days of the date that permit approval is obtained from DPIE or the permitting authority and communicated to the Provider. All services and tasks associated therewith shall be completed by Provider within forty-five (45) days of that date.
- c. In consideration for the services rendered under this contract, the Recipient agrees to pay Provider the sum of Fifty-nine Thousand Eight Hundred Dollars Even (\$59,800.00) upon inspection and approval by the Recipient. No payment shall be made until the Recipient's inspection reveals that the work is entirely completed. No advance payment will be made.
- d. It is understood that in the event that any hazardous materials are discovered, the Provider will document, remove and dispose of these items in accordance with the appropriate laws, requirements, and statutes of the State of Maryland, Department of the Environment, Maryland Occupational Safety and Health and the Occupational Safety and Health Administration through an approved change order executed by the Recipient prior to proceeding.
- e. In addition to any other right or remedy provided by law, if The Town of Forest Heights fails to pay for the Services when due, The Dirt Express Company has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

**4. CONFIDENTIALITY.** Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

**5. INDEMNIFICATION.** Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

**6. WARRANTY.** Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**8. ATTORNEYS' FEES AND COLLECTION COSTS.** If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

**9. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice

shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event this Agreement is breached by Provider, Provider shall be liable for any additional charges and expenses incurred by Recipient in completion of the demolition attributable to the breach.

**10. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### **11. DISPUTE RESOLUTION.**

- a. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
- b. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**12. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**13. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**14. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**15. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Maryland. Provider agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time of Provider's services pursuant to the Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

**16. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**17. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**18. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**19. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**20. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: **THE TOWN OF FOREST HEIGHTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Service Provider: **THE DIRT EXPRESS COMPANY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A: DESCRIPTION OF SERVICES**

# The Dirt Express Company

P.O. Box 186

Glen Burnie, MD 21060

## Proposal for Town of Forest Heights Demolition Services

### RFP2021-02

February 8<sup>th</sup>, 2021

Contact Person: Dana Thompson

Phone: 410-528-8470

Email: [dthompson@dirtextpressco.com](mailto:dthompson@dirtextpressco.com)

# Table of Contents

1. Company Profile
2. Experience
3. References
4. Specific Project Approach
5. Proposed Staff
6. Fee Structure
7. Business License



*The Dirt Express Company*  
*P.O. Box 186*  
*Glen Burnie, Maryland 21060*  
*Phone: (410) 528-8470 Fax: (443) 388-9428*

February 8, 2021

Sherletta Hawkins, Town Clerk  
Town of Forest Heights  
5508 Arapahoe Drive  
Forest Heights, MD 20745

Re: Town of Forest Heights Public Safety Center

Dear Ms. Hawkins,

I am writing in response to your request for Demolition Services. Having visited the site and familiarized myself with the existing conditions, I offer my proposal.

**Company Profile**

First, I would like to introduce my company to you. My company was established in February of 1988. Since that time, we have been providing site work and demolition services. Our preferred scope of work involves clearing and grubbing of trees, installation of sediment controls, removal and disposal of structures, placing of structural fill and furnishing and fine grading topsoil. In 2010, we sought the Disadvantaged Business Entity certification with the Maryland Department of Transportation. Our business has remained eligible and has had its certification renewed each term ever since that time. Our gross revenues are usually within the range of 1,500,000.00 to \$2,500,000.00 per year.

Our offices are located at 2036 Hollins Ferry Road, Baltimore, MD 21230. Our equipment storage yard is located at 402 Arundel Corporation Road in Glen Burnie, MD 21060. Our company currently employs 10 people. Our personnel are equipment operators, truck drivers, foreman and laborers. As a part of a small company, none of us have a narrow job description. We work together to accomplish our projects.

As the owner, I evaluate the projects that are advertised and determine whether I believe they are a good fit for us. We seem to be most suited for municipal projects. We are accustomed to working within detailed specifications and meeting the owner's objectives.

## Experience

We have completed a number of project for municipal entities which involve demolition. I realize that you are most interested in activities performed over the last two years, but due to our involvement in a large Synthetic Turf Field Construction, we did not bid many demolition projects in that time period. I would like to offer what I feel are most similar references and hopefully they will demonstrate our long standing history of completing this type of work.

Demolition of residence located at 610 Old Waugh Chapel Road, Odenton, MD 21113  
Anne Arundel County  
Department of Public Works  
2662 Riva Road, MS 7301  
Annapolis, MD 21401  
Proposal C206563

This project was completed in June of 2019. The contract value of this project was \$22,830.00. This project was the demolition of a single family residence including the disconnection and abandonment of existing utilities. We also provided topsoil, seeding and mulching to stabilize the site. The program manager for this project was Alejandro Anvari. He can be reached at [pwanva00@aaacounty.org](mailto:pwanva00@aaacounty.org). Or his office number is 410-222-7556.

Razing of Former Rudisill Property  
Department of General Services  
Patapsco Valley State Park  
P-888-180-310

Our warranty was just closed out during the fall of 2020 for this project. The total value of this project was \$78,940.00. This project was located in a state park. We had to install a temporary bridge crossing in order to gain access to the site with equipment. We were also responsible for asbestos abatement and well abandonment in addition to the demolition. My company was the prime contractor and self-performed the demolition of the structure.

We had two primary contacts who managed this project and could be contacted for a reference regarding our performance. First, our project inspector for the Department of General Services Ron Reichert. He can be reached at [ron.reichert@maryland.gov](mailto:ron.reichert@maryland.gov) or by phone at 443-388-1201. Or Jovito Pacaanas from Department of Natural Resources who represented the owner. He can be reached at [jovitao.pacaanas@maryland.gov](mailto:jovitao.pacaanas@maryland.gov) or at 443-458-2320.

Page 3

SHA Project #GA646B32  
Demolition of structure in right of way  
12676 National Pike  
Grantsville, MD 21536

A & I was the prime contractor for this job. It was the requirement of State Highway that the abatement contractor be the responsible party. We were the demolition contractor of record. The total value of our portion of this project was \$37,400.00. We demolished a residence, removed the basement completely and backfilled the void. This project was completed in 2018. The project manager whom we worked for was Mike Kemen. He can be reached at [mike@aandiinc.com](mailto:mike@aandiinc.com). Or at 443-463-5436.

### References

I am offering other contract references that will confirm our company's responsiveness and competency. Please note that these persons are not related to our demolition activities but rather our larger value projects that include site demolition, excavation and structural filling. Current projects:

University of Maryland Retriever Activities Center Renovation  
Kyle Weir  
[kweir@quandel.com](mailto:kweir@quandel.com)  
717-678-0048

Garrison Forest Veterans Cemetery  
Spoils removal  
Leland Barksdale  
[Leland.barksdale@maryland.gov](mailto:Leland.barksdale@maryland.gov)  
410-363-6090

Additional references are available upon request

### Specific Project Approach

We will receive a Purchase Order or agreement with the Town confirming the acceptance of our proposal. We will provide the Town with the required Insurance certificates as per the documents. We will confirm that the Town has obtained all of the proper permits that will allow us to begin. We will contact Miss Utility. We will coordinate with Lt. Jones to determine if there are any events at the Town Hall that need to be considered with regard to accessing the site with our equipment. We will remove salvageable building materials for recycling, reuse or repurposing for the benefit of other projects. Items that we noted are electrical boxes, HVAC systems, timbers, multiple styles of wiring, insulation and gutter materials to name a few. We will utilize an excavator with a grapple attachment to demolish the structures.

We will demolish the structures in such a way as to segregate the debris. It is always our goal to enhance recycling and reduce the amount of waste that is landfilled. We will have hoses available, if necessary to reduce dust, to connect to the meter provided by the Town at the fire hydrant. While working, we will make every effort to contain the debris within the footprint of the structures.

We will utilize the basement area of the primary structure to assist with containment. We will load roll-off containers (owned and controlled by our company) as we have accumulated like kind loads of brick, concrete and wood to leave the site. Once mobilized, we plan to continue work weather permitting until project completion.

Our proposal includes the following scope of work:

Removal and disposal of existing sidewalks including the former pool area,

Removal and disposal of small bushes, a brick pillar in front and chain link fencing across the back of the property

Removal and disposal of all concrete steps connected to the residence on all sides

Demolition removal and disposal of the garage, enclosed walkway and original residence including all concrete below grade meaning the basement walls and floor slabs. It is understood that these cannot be broken to remain in place, but must be removed completely. A specific elevation has not been established to use as the final grade.

We will furnish and place backfill material to tie into surrounding grades and create positive drainage toward the rear of the property. Material will be tracked in with machinery and tamped with the bucket of excavator. No specific compaction device will be utilized. We will make one application of seed and straw only, but it is understood that since it is out of planting season, there will likely be sparse growth.

Please note that it is our intent to perform all of the work associated with the project with our own forces.

#### **Proposed Staff**

Project Manager	Dana Thompson	30 years experience
Superintendent/operator	Terry Mullan	40 years experience
Truck driver	Jeff Rogers	30 years experience
Truck driver	Donald Fink	10 years experience

#### **Fee Structure**

Our customary bid submission is a lump sum proposal which includes all of the items identified in the scope of work. No unit prices were requested, we will provide costs for additional items or unit prices if you anticipate adding tasks.

Our Lump Sum Price for the work described in the manner described is

Fifty-nine Thousand Eight Hundred Dollars Even - \$59,800.00

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Please note that our company is in good standing with the Maryland Department of Assessments and Taxation. Our number is #D02499986. Please see a copy of our current Maryland Business License enclosed.

Our payment terms are net 30 days. We will meet with the Town representative and agree on a percentage of completion of our work before finalizing an invoice for payment in the event the work goes beyond one billing cycle. Since we are in an inclement weather pattern and do not have a start date at this time, I am suggesting a 60 calendar day completion time frame from the Notice to Proceed. We do not anticipate utilizing all of this time, but prefer planning for the worst scenario.

Exclusions are:

Provision or installation of any sediment controls  
(there are no drawings indicating requirements)  
Evenings, weekend and holiday work hours  
Provision of fencing of any kind  
Maintenance of traffic or pedestrian signage or controls  
Liquidated damages  
Handling of any hazardous materials  
Acquisition of permits or payment of fees associated with their issuance  
Generation of site plans or drawings  
Multiple mobilizations, demolition in phases  
Removal and disposal of trees along the east border of the property  
Undercutting or replacement of unsuitable fill encountered after removal of slabs  
Removal and disposal of existing buried debris if encountered  
Geotechnical testing or services of any kind  
Provision or placement of topsoil  
Importing or placement of stone  
Permanent seeding  
Warranty for growth of grass on disturbed area  
Repair or replacement of unmarked or unidentified utilities  
Abandonment or relocation of any existing utilities.

I hope that we can be of service to you. Please do not hesitate to contact me if you have any questions or require any clarifications regarding this proposal. Also, please advise if you are aware of additional items which require pricing.

Cordially,

*Dana Thompson*

90 County



# State of Maryland License

DIRT EXPRESS CO INC  
PO BX 186  
GLEN BURNIE MD 21061

DIRT EXPRESS CO INC  
405 7TH AVENUE NE  
GLEN BURNIE MD 21061

02605934

02258008

04317397

# 20

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE  
MO DAY YR  
03/24/2020

MONTHS PAID  
12

ISSUING FEES	2.00
TOTAL	17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2021**

ISSUED BY

SCOTT A. POYER, CLERK OF CIRCUIT COURT  
8 CHURCH CIRCLE, ROOM H-101  
ANNAPOLIS, MARYLAND 21401 (410)222-1434

AMOUNT PAID
17.00

LST

***SERVICE AGREEMENT***  
***(Demolition of 606 Modoc Lane)***

THIS CONTRACT FOR SERVICES is made effective as of March \_\_\_, 2021, by and between The Town of Forest Heights with a town hall at 5508 Arapahoe Drive, Forest Heights, Maryland 20745, a municipal corporation, and political subdivision of the State of Maryland (the "Recipient"), and The Dirt Express Company, a corporation formed under the laws of the State of Maryland and in good standing with said State, having a principal office at 405 Seventh Avenue, N.E., Glen Burnie, Maryland 21061, and a mailing address of P.O. Box 186, Glen Burnie, Maryland 21060 (the "Provider").

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- c. In consideration for the services rendered under this contract, the Recipient agrees to pay Provider the sum of Fifty-nine Thousand Eight Hundred Dollars Even (\$59,800.00) upon inspection and approval by the Recipient. No payment shall be made until the Recipient's inspection reveals that the work is entirely completed. No advance payment will be made.
- d. It is understood that in the event that any hazardous materials are discovered, the Provider will document, remove and dispose of these items in accordance with the appropriate laws, requirements, and statutes of the State of Maryland, Department of the Environment, Maryland Occupational Safety and Health and the Occupational Safety and Health Administration through an approved change order executed by the Recipient prior to proceeding.
- e. In addition to any other right or remedy provided by law, if The Town of Forest Heights fails to pay for the Services when due, The Dirt Express Company has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

**4. CONFIDENTIALITY.** Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

**5. INDEMNIFICATION.** Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

**6. WARRANTY.** Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**8. ATTORNEYS' FEES AND COLLECTION COSTS.** If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

**9. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice



shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event this Agreement is breached by Provider, Provider shall be liable for any additional charges and expenses incurred by Recipient in completion of the demolition attributable to the breach.

**10. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### **11. DISPUTE RESOLUTION.**

- a. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
- b. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**12. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**13. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**14. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**15. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Maryland. Provider agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time of Provider's services pursuant to the Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

**16. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**17. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**18. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**19. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**20. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: **THE TOWN OF FOREST HEIGHTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Service Provider: **THE DIRT EXPRESS COMPANY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A: DESCRIPTION OF SERVICES**



## Nehemiah Management

### INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT**, effective as of March 16, 2021, by and between THE TOWN OF FOREST HEIGHTS ("Company") and Carlton Wilkins, D.B.A. Nehemiah Management, an Independent Contractor, and sole proprietor ("Construction Manager" or "Contractor") providing services to the Company:

1. Performance Obligations and Scope of Services- Contractor agrees to provide the services set forth in Exhibit A to this Agreement (the "Services") to Company on an independent contractor basis. The services shall not be subcontracted or assigned out by Contractor without prior written approval from Company. Contractor shall comply with all applicable federal, state and local laws, codes and regulations in effect during the term of this Agreement. The Contractor's proposal dated February 5, 2021 and RFP 2021-01 are incorporated herein by reference.
2. Contractor shall be paid \$100,900.00 for providing the services. Down Payment totaling **\$10,900.00** is due at contract acceptance. Monthly payment terms are as explained in Exhibit "A" and the proposal dated February 5, 2021
3. All other additional services to be paid per Exhibit "A" and the proposal dated February 5, 2021 (On an as needed basis).

#### **4. Independent Contractor:**

**4.1 Status of Contractor:** It is expressly understood and agreed that the Contractor is an Independent Contractor and is not an employee, agent, or venture, or partner of the Company. Except as expressly provided herein, neither party shall have the authority, nor act, represent or hold itself out as having authority, to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Specifically, the Contractor is not allowed to perform the acts set forth in 17 below. Nothing contained in this agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind., each party being individually responsible only for its obligations and actions as set forth in this agreement.

INITIALS \_\_\_\_\_,

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8787 Branch Ave #27  
Clinton, MD 20735  
(240) 538-1158,  
nehemiahmgmt1@gmail.com

**4.2 Performance of the Services:** Contractor shall be responsible for determining the means and method for performing the services, subject to the terms and conditions of this Agreement and reasonable instructions from the Company. Subject only to the general needs and requirements of the Company, Contractor shall determine Contractor's own days, hours, and places to work. Contractor shall be responsible for providing for Contractor's own expenses, overhead, transportation, excluding mileage unless preapproved in writing, and other items or services required to carry out the services.

**4.3 Insurance, Taxes and Benefits:** Contractor shall be fully and solely responsible for all applicable insurance and taxes (including the filing of all applicable tax forms). Company shall not withhold or pay any payroll or employment taxes of any kind with respect to any payments to Contractor during the time covered by this Agreement. Contractor is not eligible for, nor may Contractor participate in, any employment benefit plan provided to Company employees. Contractor will not assert a claim of employment against Company nor claim any entitlement to participate in its employee benefit programs. If, however, a Court or Arbitrator rules that Contractor is eligible for participation in such benefits or plans, Contractor hereby waives and releases any such rights.

**5. Return of Materials:** Upon the request of Company and, in any event, upon the termination of this Agreement, Contractor must return to the Company all memoranda, notes, records, drawings, computer programs, manuals, documentation, diskettes and other documents or media pertaining to the business of Company. Contractor must also return to Company all materials involving any trade secrets and confidential information of Company.

**6. Indemnification:** To the maximum extent allowed by law, Contractor shall defend, indemnify, and hold harmless Company and its directors, officers, officials, employees, independent contractors, and agents, from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) which Company may suffer or incur arising out of or in connection with Contractor's provision of the services, including claims against Company for its own negligence in selecting, retaining, hiring, training, or supervising Contractor.

**7. Limitation of Liability:** Company will not be liable to Contractor for any indirect, incidental, special, punitive, or consequential damages, including damages for lost opportunities, whether arising in contract, tort, or otherwise. In no event will the aggregate liability of Company to Contractor exceed the amount of the fees paid by Company to Contractor during the one-month period immediately preceding the date the relevant claim first arose.

**8. Warranties:** Contractor warrants that: (i) Contractor is financially solvent and has the financial ability to perform Contractor's obligation hereunder; (ii) Contractor shall perform all services under this Agreement in a professional, workmanlike and expeditious manner.

**9. Agreement to Arbitrate:** Except as provided below, any disputes or claims of any kind or nature, including the arbitrability of claims under this agreement, between Contractor and the Company for any reason whatsoever, including but not limited to claims arising under this Agreement, any other agreement(s) between Contractor and the Company, or claims arising out of, related to, or in connection

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with any aspect of Contractor's performance of the services or any other relationship with the Company or the termination thereof, including claims under any federal, state, or local law, shall be settled by final and binding arbitration in Maryland under the Federal Arbitration Act. Prior to filing a demand for arbitration, the party seeking arbitration shall serve upon the other party written notice of an intent to arbitrate listing the claims to be arbitrated. Any arbitration brought will be limited to the claims set forth in this written notice. Thereafter, the parties shall, for a period of two weeks, attempt in good faith to resolve any such claim through informal negotiation. If the claim is not resolved, the arbitration shall be administered by either party through the American arbitration Association at the option of the party filing the arbitration.

At the discretion of the Arbitrator, the substantially prevailing party in any such arbitration, or in any action to enforce this section or any arbitration award hereunder, shall be entitled to recover the party's attorney's fees, any expert fees and arbitration expenses. If any provision of this section is found to be invalid or unenforceable, such provision shall be served or modified as necessary to permit this section to be upheld and enforced to the maximum extent permitted by law.

10. **Implementation:** Each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the agreement and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision(s). Further, if any provision is ruled invalid or unenforceable by any arbitrator or court of competent jurisdiction, in the event it is determined an issue does not fall within the provisions of Section 9, because of a conflict between such provision and any applicable law or public policy, such provision shall be redrawn to be valid and enforceable to the extent required for such provisions to be consistent with such law or public policy. This Agreement incorporates by reference the provisions of AIA Document C132-2019 (Standard Form of Agreement Between Owner and Construction Manager). Any conflict between the contractual documents referenced herein and incorporated into this Agreement will be resolved or controlled in the following order of precedence: (i) Independent Contractor Agreement, (ii) Contractor's Proposal dated 2/5/21, (iii) Town RFP 2021-10, and (iv) AIA Document C132-2019.

11. **Assignment:** This Agreement and the rights and obligations of Company hereunder may be assigned by Company and shall inure to the benefit of, shall be binding upon, and shall be enforceable by any such assignee. This Agreement and Contractor's rights and obligations hereunder may not be assigned by Contractor.

12. **Waiver:** The waiver by Company of any breach of this agreement by Contractor shall not be effective unless in writing, signed by an authorized official and referenced the specific breach, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.

13. **Entire Agreement:** This Agreement supersedes any previous written or oral agreement relating to this subject which Contractor may have made with Company. It may not be changed orally, but only in a separate written agreement signed by the Owner of the Company that references this agreement and the specific section being changed.

INITIALS \_\_\_\_\_,

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14. **Controlling Law:** This Agreement is deemed to be entered into, accepted and performed in the State of Maryland. Contractor agrees that the laws of the State of Maryland shall be applicable to the Agreement, its construction, interpretation, effect, performance and non-performance and consequences thereof.

15. **Termination at Will:** Nothing contained in this Agreement shall be deemed to create, expressly or by implication, a contract of employment for any specific term, and insofar as this agreement is concerned, Contractor's provision of the services shall be terminated by either party at will by ninety (90) days prior written notice, except as set forth elsewhere in this agreement.

16. **Related Parties:** This Agreement inure to the benefit of, and be binding upon, (i) the Company and its subsidiaries and its affiliates, together with their successors and assigns; and (ii) Contractor, together with contractor's successor's, executors, administrators, and personal representatives. This Agreement is not intended to provide third-party beneficiary status to any other party, except as specifically provided in this paragraph.

17. **Unauthorized Acts:** The following shall constitute acts that the Contractor cannot do without prior approval from the Company:

- The Contractor shall not share any proprietary or confidential information of the Company with any third party.
- The Contractor will not present any agreement to any third parties without the Company's prior approval.
- Should any of the aforementioned items be performed by the Contractor it will be the grounds for Contractor's immediate termination. Further, in the event Contractor takes any of the above actions without the required prior written approval the acts of the Contractor shall be deemed void and of no binding effect on the Company.

IN WITNESS WHEREOF, Contractor has entered into and executed the Agreement, and the Company has accepted Contractors' undertaking as evidenced by the duly authorized signatures below.

CONTRACTOR:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

ACCEPTED: THE TOWN OF FOREST HEIGHTS  
COMPANY:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

INITIALS \_\_\_\_\_, \_\_\_\_\_

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